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7 **IN THE UNITED STATES DISTRICT COURT**  
8 **DISTRICT OF NEVADA**  
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10 ATS PRODUCTS, INC.,

11 Plaintiff,

12 v.

13 EUROX CO., LTD.

14 Defendant.  
15

Case No. 3:13-CV-00086- MMD-VPC

**DEFAULT JUDGMENT**

16 ATS Products Inc. ("plaintiff" or "ATS") has applied to have a Default Judgment entered  
17 against Eurox Co. Ltd. The Court has reviewed the Application for Default Judgment, the  
18 Declaration of Jeff Shea in Support of Default Judgment, and the Request for Judicial Notice in  
19 Support of Default Judgment.

20 Good Cause Appearing, the Court hereby orders and decrees:

21 1. Eurox Co. Ltd. (and anyone in active concert or in participation with it,  
22 including as an agent, servant, employee, or attorney) (collectively and individually  
23 "EUROX") is hereby ordered to forthwith:

24 (a) Deliver to ATS any and all drawings, records, notebooks, designs and other  
25 documentation made by EUROX pertaining to Licensed Products or improvements  
26 thereto (as those terms are defined in the License Agreement attached as Exhibit 1  
27 to the Complaint) at any time on or after November 21, 2000.

28 (b) Deliver to ATS any unused resins or other materials purchased from Shea  
Technology, LLC ("Shea Tech") remaining in EUROX's possession or control.

1 (c) Deliver to ATS any and all other confidential information remaining in  
2 EUROX's possession or control regarding the Trade Secrets provided by Shea  
3 Tech to EUROX, including without limitation information or literature regarding  
4 Resins, Double Wall construction and/or Best Methods of manufacture or use  
5 (hereafter collectively, "Trade Secrets") or information derived therefrom.

6 (d) Provide copies to ATS of any and all Non-disclosure Agreements ("NDAs")  
7 entered, at any time on or after November 21, 2000, by EUROX regarding the  
8 Trade Secrets, or any of them, including the NDAs entered by EUROX with end  
9 users or installation contractors.

10 (e) Provide full and complete written disclosures to ATS about any and all  
11 improvements to Licensed Products developed or acquired at any time on or after  
12 November 21, 2000.

13 (f) Account to ATS for EUROX's sales of Licensed Products from November  
14 21, 2000 to present.

15 (g) Grant access to ATS to EUROX's business records reasonably related to  
16 sales of Licensed Products from November 21, 2000 to present.

17 2. Eurox Co. Ltd. (and anyone in active concert or in participation with it,  
18 including as an agent, servant, employee, or attorney) (collectively and individually  
19 "EUROX") is further ordered to refrain from using, in any way, in any manner and/or for  
20 any purpose (including without limitation to refrain from processing, manufacturing,  
21 selling, offering to sell, marketing, disclosing, and/or otherwise profiting or attempting to  
22 profit from):

23 (a) Any of the Trade Secrets provided by Shea Technology, LLC ("Shea  
24 Tech") to EUROX including without limitation information and literature  
25 regarding Resins, Double Wall construction, and/or Best Methods of manufacture  
26 or use (hereafter collectively, "Trade Secrets") remaining in EUROX's possession  
27 or control.

28 (b) Any improvements to any of the Trade Secrets.

(c) Any information derived from any of the Trade Secrets.


1 (d) All drawings, records, notebooks, designs and other documentation made  
2 by EUROX (or by its employees, engineers or designers) pertaining to Licensed  
3 Product or improvements.

4 (e) Licensed Know-How, hereafter, for any purpose whatsoever.

5 3. ATS is awarded its costs of suit in this matter of \$1,900, and its attorneys  
6 fees of \$18,057, amounting to a total of \$19,957.

7 **IT IS SO ORDERED ADJUDGED AND DECREED.**

8 DATED THIS 28th day of September 2016.

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10 MIRANDA M. DU  
11 UNITED STATES DISTRICT JUDGE  
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